

# **EXHIBIT B**

- |                               |          |
|-------------------------------|----------|
| • 20041 Crunch Frisco         | 20220112 |
| • 20125 Crunch Plano          | 20230074 |
| • 20234 Crunch North Richland | 20230112 |
| • 20235 Crunch Allen          | 20230089 |
| • 20059 Crunch Arlington      | 20220123 |

*The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex or marital status. The agency that administers compliance with the law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.*

#### **Membership Privileges, Notices, Disclosures & Agreements**

**I consent to receive calls, emails, and texts from Crunch, ABC FITNESS SOLUTIONS, LLC, (its agents and affiliates) including information concerning my membership, special offers from CRUNCH, and advertising and telemarketing messages. Calls and messages may be sent to me through an automatic telephone dialing system or an artificial or prerecorded voice. Signing this consent is NOT a condition of membership or a condition of purchasing any property, goods, or services, you are providing voluntarily. To opt out of email, please send an email to your club email. For text, reply STOP to cancel at any time. Reply HELP to receive support information Msg&Data Rates May Apply.**

**DEFAULT AND LATE PAYMENTS:** Should you default on any payment obligation as called for in this agreement, the club will have the right to declare the entire remaining balance due and payable and you agree to pay allowable interest, and all costs of collection, including but not limited to collection agency fees, court costs, and attorney fees. A default occurs when any payment due under this agreement is more than three days late. **A SERVICE FEE WILL BE CHARGED IMMEDIATELY FOR ANY CHECK, DRAFT, CREDIT CARD, OR ORDER RETURNED FOR INSUFFICIENT FUNDS OR ANY OTHER REASON. SHOULD ANY MONTHLY PAYMENT BECOME MORE THAN TEN DAYS PAST DUE, YOU WILL BE CHARGED A LATE FEE.** If the Member is paying monthly dues by electronic funds transfer (EFT), the club's billing company, ABC Fitness Solutions, LLC reserves the right to draft via EFT all amounts owed by the member including any and all late fees and service fees. Subject to appropriate State and Federal Law.

**AUTOMATIC RENEWAL PROGRAM:** Provided that Member is not in default of this agreement and subject to the terms and conditions hereof, the membership will automatically renew for the rate indicated below. Renewal terms may be cancelled at any time provided a 30-day written notice is delivered to the club's address. It is also understood that the club has the option to increase monthly renewal dues without notice during any renewal period not to exceed the indicated amount per month.

**TOTAL AMOUNT:** THE INDICATED AMOUNT PER MONTH FOR FUTURE AUTOMATIC RENEWAL.

**NONRENEWABLE MEMBERSHIP:** This membership will expire: The indicated date.

An Annual fee of the indicated rate will be billed 60 days from begin date and on the same date each year thereafter.

If date is listed as TBD then the bill date will be approximately 30 days from the club opening date.

Notwithstanding any other provisions of this Agreement, you understand and agree that the amount of your monthly membership dues is based on current sales tax rates and to the extent such rates should increase during your membership, the club has the right to increase your monthly membership dues by the amount of such increase. If you have requested the privilege of paying your monthly dues by pre-authorized electronic funds transfer, the monthly amount so transferred will be adjusted to reflect any increase in the sales tax rate.

**NON-USE OF FACILITIES:** Club is not responsible for member's use of our facilities or services. Member/Buyer is responsible for all payments under this Agreement, even if our facilities and services are not used. I understand that I have signed an Agreement. My failure to regularly attend and utilize center facilities does not relieve of my obligations, regardless of the circumstances, to pay in full. Should I default I agree to pay all costs of collection including, but not limited to Collection Agency fees up to

50% of the unpaid balance, court costs, and reasonable attorney fees. All of which may be paid or incurred by the Club.

**By signing this Agreement, You acknowledge that you are of legal age and have received a complete copy of this Agreement. You acknowledge that you have read and understand this entire Agreement, including but not limited to the following: The Limitation of Liability & Full Release of CRUNCH provision contained in this Agreement, the Waiver of Class Action provision contained in this Agreement, the E-SIGN CONSENT contained in this Agreement and all other terms and provisions listed in this Agreement. You further acknowledge that you fully understand and consent to all the payment terms, cancellation procedures, and CLUB rules and regulations contained within this Agreement.**



### REQUEST FOR PREAUTHORIZED PAYMENT

I/We hereby request the privilege of paying to ABC Fitness Solutions, LLC ("The Company"), Sherwood, AR 72124, and further authorize the Company to draw items (checks, electronic fund transfers, charge card) for the purpose of paying said payments, including any late fees or service fees, on the account listed above.

Subject to the following conditions:

1. The items outlined in Your Membership Agreement (monthly dues, annual fees, enrollment fees, etc.) shall be drawn on or about the date or dates set forth in the Membership Agreement. By signing below, You authorize the Company to draft via EFT said amounts from the account or card identified herein. The transactions on Your bank, debit, or credit card statement shall constitute receipts for payment on Your account.
2. One-Time Transfers: When You provide a check as payment, You authorize the Company either to use information from Your check to make a one-time EFT from Your account or to process the payment as a check transaction. When the Company uses information from Your check to make an electronic fund transfer, funds may be withdrawn from Your account as soon as today's date.
3. If the regular payments set forth in the Membership Agreement should vary in amount, You are entitled to notice at least 10 days before each payment of when it will be made and how much it will be. However, by executing this preauthorization, You choose to instead get this notice only when the payment would differ by more than \$50.00 from the most recent payment You have made.
4. By executing this Agreement, You acknowledge Your awareness that certain disclosures required by the Electronic Funds Transfer Act and its regulations are available for Your review at the Company's website: [www.abcfitness.com](http://www.abcfitness.com) under Terms of Service.
5. The privilege of making EFT payments under this arrangement may be revoked by the Company if any item is not paid upon presentation.
6. If this preauthorization payment arrangement is revoked for any reason, this does not release You from Your obligation under Your Membership Agreement.
7. If any payment is not paid upon presentation to Your bank or credit/debit card company for any reason, a service fee will be assessed and drafted. A late fee will be assessed and drafted should any monthly payment become past due.
8. By executing this Agreement, You authorize Club and Club's agents, including its third party payment processing companies ("Club's Agents"), to store the account or card information provided by You on or in relation to this Agreement and/or Your Club Membership Agreement ("Club Agreement"), as well as any other account or card information provided by You through any means to Club or Club's Agents (including information provided in person, online or over the phone) for purposes of making any payment in relation to this Agreement and/or Your Club Agreement (hereinafter, "Payment Information"). Club and/or Club's Agents will use the stored Payment Information to process payment of all dues, fees, taxes, purchases and incidental charges that are due or will become due, including all items on the Payment Schedule, fees identified in Your Club Agreement, membership-related obligations, retail transactions, personal training purchases, group exercise purchases, childcare fees, or other purchases. Club and/or Club's Agents may also use the stored Payment Information to process payments owed in relation to all subsequent Agreements entered between You and Club. The fixed dates or intervals on which transactions will be processed and the transaction amounts (including all associated fees, taxes, and charges) and/or a description of how they will be calculated are more specifically set forth in the Payment Schedule and other terms of Your Club Agreement. If Your Club Agreement will automatically renew at the end of the Term defined therein, the stored Payment Information will be used to process payments owed in relation to the renewal term. This consent to store Payment Information will not expire unless it is expressly revoked. The general cancellation and refund policies provided in Your Club Agreement will apply to this consent. If any changes are made to the terms of this consent, an e-mail notifying You of such changes will be sent to the e-mail address provided by You on the face of Your Club Agreement or, if an e-mail is not provided, notice will be sent to the mailing address provided on Your Club Agreement.
9. This preauthorization payment arrangement shall apply to the Applicant(s) listed:

By signing this Agreement, Buyer acknowledges that Buyer has read and received a copy of this Agreement, the release and waiver of liability and the Additional Terms and Conditions, and the current Membership Policies and Club Rules and Regulations.

**NOTICE TO THE BUYER: (A) DO NOT SIGN THIS CONTRACT**

**BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. (B) YOU ARE ENTITLED TO EXACT COPY OF THE CONTRACT BEFORE YOU SIGN KEEP IT TO PROTECT YOUR LEGAL RIGHTS. YOU HAVE RECEIVED A COMPLETED COPY OF THIS CONTRACT WITH DISCLOSURES MADE IN COMPLIANCE WITH FEDERAL AND STATE LAWS. ADDITIONAL TERMS AND CONDITIONS, INCLUDING RULES AND REGULATIONS OF MEMBERSHIP HAVE BEEN PROVIDED TO YOU AND ARE A PART OF THIS CONTRACT.**

**CONSUMER'S RIGHT TO CANCELLATION: MEMBERS ARE ENTITLED TO THE PENALTY-FREE CANCELLATION OF THIS CONTRACT WITHIN 3 DAYS, EXCLUSIVE OF HOLIDAYS AND WEEKENDS, OF ITS MAKING, UPON THE MAILING OR DELIVERY OF WRITTEN NOTICE TO THE HEALTH STUDIO, AND REFUND UPON SUCH NOTICE OF ALL MONEYS PAID UNDER THE CONTRACT, EXCEPT THAT THE HEALTH STUDIO MAY RETAIN ANY AMOUNT COMPUTED BY DIVIDING THE NUMBER OF DAYS IN THE CONTRACT TERM, OR IF APPROPRIATE, THE NUMBER OF OCCASIONS HEALTH STUDIO SERVICES ARE TO BE RENDERED INTO THE TOTAL CONTRACT PRICE AND MULTIPLYING THE RESULT BY THE NUMBER OF COMPLETE**

**DAYS THAT HAVE PASSED SINCE THE MAKING OF THE CONTRACT OF, IF APPROPRIATE, BY THE NUMBER OF OCCASIONS THAT HEALTH STUDIO SERVICES HAVE BEEN RENDERED. A REFUND SHALL BE ISSUED WITHIN 30 DAYS AFTER RECEIPT OF THE NOTICE OF CANCELLATION.**

**ADDITIONAL TERMS AND CONDITIONS**

**IMPORTANT: RELEASE AND WAIVER OF LIABILITY AND INDEMNITY.** You hereby acknowledge and agree that use by Member and/or Member's minor children of the facilities, services, equipment or premises offered by CR Fitness Holdings, LLC or Crunch Fitness ("CRFH" or "Club") equipment of CRFH, whether caused by the negligence of Member(s) or otherwise. You also represent (a) that Member and Member's minor children are in good physical condition and have no disability, illness, or condition that could prevent Member(s) from exercising without injury or impairment of health, and (b) that Member has consulted a physician concerning an exercise program that will not risk injury to Member or impairment of Member's health. Member further expressly agrees that this release and waiver of liability and indemnity is intended to be as broad and inclusive as permitted by the law of the state of TEXAS and that if any portion is held invalid, the balance shall continue in full force and effect. Member has read this release and waiver of liability and indemnity and agrees that no oral representations, statements or inducement apart from this Agreement have been made. Agreement to Arbitrate. IN THE EVENT OF ANY DISPUTE BETWEEN YOU AND CRFH ("CRFH" AS USED IN THIS PROVISION MEANS CR FITNESS HOLDINGS, LLC, CRUNCH FITNESS, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS), YOU AND CRFH CONSENT TO ARBITRATE THAT DISPUTE BEFORE A SINGLE ARBITRATOR UNDER THE THEN CURRENT RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN A LOCATION NEAR YOUR CRFH CLUB, RATHER THAN LITIGATE THE DISPUTE IN COURT. YOU AND CRFH ALSO AGREE THAT THE FEDERAL ARBITRATION ACT GOVERNS THE ARBITRABILITY OF ALL DISPUTES BETWEEN YOU AND CRFH. IF YOU DO NOT WANT TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY CRFH IN WRITING, BY MAIL TO CRFH AT P.O. BOX 3950, BRANDON, FL 33509, WITHIN 30 DAYS OF THE DATE YOU FIRST RECEIVE THIS AGREEMENT, STATING THAT YOU DO NOT WANT TO RESOLVE DISPUTES WITH CRFH BY ARBITRATION. IN ADDITION, YOU AGREE NOT TO PARTICIPATE IN A CLASS ACTION, A CLASS-WIDE ARBITRATION, CLAIMS BROUGHT IN A REPRESENTATIVE CAPACITY, OR CONSOLIDATED CLAIMS INVOLVING ANOTHER PERSON'S ACCOUNT, IF CRFH IS A PARTY TO THE PROCEEDING. THE ARBITRATOR SHALL INTERPRET AND DETERMINE THE VALIDITY OF THE ARBITRATION PROVISION, INCLUDING UNCONSCIONABILITY. IF THE ARBITRATOR FINDS THAT THE ARBITRATION AGREEMENT, INCLUDING CLASS WAIVER, IS UNENFORCEABLE, THE ENTIRE ARBITRATION PROVISION SHALL BE NULL AND VOID AND EITHER PARTY MAY FILE THE ACTION IN COURT.

**MEMBER'S REPRESENTATION OF CONDITION:** Member represents that he or she is in good physical condition and able to use the equipment provided and to

participate in exercise programs and fitness programs made available by us. You should consult a licensed physician before engaging in physical exercise and using exercise equipment. If you have any serious medical condition, including heart disease, you should obtain specific medical clearance from your physician before engaging in any of the foregoing activities. You understand and agree that Crunch Staff and employees are not healthcare professionals and are not authorized to provide you with any medical advice. Member acknowledges that no employees or personnel of the facility have any expertise in diagnosing, examining or treating medical conditions of any kind or in determining the effect of any specific exercise on said medical conditions. Member fully understands and agrees that in participation in one or more of the fitness programs, or using the facilities maintained, that he or she is agreeing to assume the risk of such injury and further agrees to indemnify us from any and all liability from the use by the member of the facilities and instructions offered by any employees or personnel of the facility. Please read all of the safety instructions before use of any equipment at the club location and comply with all the club rules and regulations. We reserve the right to revoke or deny the membership of any member or guest whose access to or use of our facilities, in our judgment, creates a danger to health or safety hazard to you or our other members, guests, or employees. Access to our facilities will be denied, unless you can provide competent medical evidence certifying to a substantial medical certainty that such conditions poses no danger or health or safety hazard to other individuals. We may support or refute any such medical evidence with additional evidence as we deem necessary.

**LIMITATION OF LIABILITY & FULL RELEASE:** You agree to fully release the Club, its owners, employees, affiliates, subsidiaries, authorized agents, and independent contractors from any and all liability, claims, demands, or other actions that You may have for injuries, disability, death, or any other actions that You may have for injuries, disability, or death or other damages of any kind, including, but not limited to, direct, special, incidental, indirect, punitive, or consequential damages, whether arising in tort, Agreement, negligence, or breach of warranty arising out participation of any services offered by the Club the use of any of its facilities or equipment, including but not limited to any physical activities, personal training services, participation in any group classes, or any other act even if caused by the negligence or fault of the Club, its owners, employees, affiliates, subsidiaries, authorized agents, or independent contractors. are urged to see a doctor before you commence any physical activity and to follow a doctor's advice as to your health, fitness, or physical capabilities. Further, you are urged to have this Agreement reviewed by an attorney before signing, and your signature and/or initials indicates your acceptance of all the terms and conditions in this Agreement, without limitation. You agree (on behalf of yourself and your heirs, as well as any minor children or wards) that the club and its named affiliates, shall not be held liable for any personal injury or death suffered by you arising from or relating to your use of your club membership or any event that occurs on club property, including any injury or death caused by the negligence, including gross negligence of any Crunch employee, agent or contractor. You (on behalf of yourself, your heir and any minor children or wards) hereby forever discharge, release and waive any and all claims, rights, liabilities and causes of action against the Club (including all affiliates, employees, agents, representatives, successors, or assigns) that have occurred or may occur at any time in the future until the end of time that in anyway relate to or arise out of your Club membership, physical activities at Club location, participation in any group or class activities, use of equipment, tanning, physical activities off location relating to the Club, instructions provided by Club employees and contractors, personal training, and use of parking areas and locations. This includes any damages, injuries, or death caused by the negligence, gross or otherwise, or any club employees or contractors. YOU AGREE THAT YOU ARE VOLUNTARILY PARTICIPATING IN ANY ACTIVITIES THAT INVOLVE THE USE OF THESE FACILITIES AND PREMISES AND EXPRESSLY AGREE TO ASSUME ALL RISKS OF ANY INJURY, ILLNESS, OR DEATH WHICH YOU ENGAGE IN, FURTHER, YOU AGREE TO HOLD THE CLUB HARMLESS FOR ANY THEFT OR LOSS OF PERSONAL PROPERTY THAT OCCURS ON THE CLUB'S PREMISES. This Agreement is not intended as an attempt to release gross negligence or intentional torts. You acknowledge that Crunch Fitness brand facilities are designed to and do offer a service to its members and guests encompassing the entire fitness spectrum. Crunch Fitness brand facilities are not in the business of selling weight lifting equipment, exercise equipment, or other such products to the public, and the use of such items is incidental to the service provided by the Crunch Fitness brand facility and Club. You acknowledge and agree that Crunch Fitness brand entities and the Club do not place such items into the stream of commerce. By being on any Crunch Fitness brand or Club premises or attending or participating



in any form, for any purpose, without the prior written consent of the Club, and you agree to release, defend, hold harmless and indemnify the Club from and against all claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by the Club or its members, officers, directors, employees, agents, or representatives, arising out of or from the use of the Club's facilities, equipment, or services, whether or not such claims, damages, losses, costs, and expenses are caused in whole or in part by the negligence, active or passive, of the Club or its members, officers, directors, employees, agents, or representatives. You expressly waive any right of privacy, compensation, copyright or other ownership right connected to same. This provision shall survive termination of the Agreement. YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. YOU ARE AWARE AND AGREE THAT BY EXECUTING THIS WAIVER AND RELEASE, YOU ARE GIVING UP A SUBSTANTIAL RIGHT, YOUR RIGHT TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST ANY CRFH BRAND FACILITY OR THE CLUB FOR THEIR NEGLIGENCE, OR FOR ANY DEFECTIVE PRODUCT ON THEIR PREMISES. YOU HAVE READ AND VOLUNTARILY SIGNED THE WAIVER AND RELEASE OR AUTHORIZED ANOTHER TO SIGN IT ON YOUR BEHALF, AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. YOU AGREE, FOR YOURSELF AND YOUR SUCCESSORS, HEIRS AND ASSIGNS, THAT THE ABOVE REPRESENTATIONS ARE CONTRACTUALLY BINDING, AND ARE NOT MERE RECITALS, AND THAT SHOULD YOU OR YOUR SUCCESSORS ASSERT ANY CLAIM IN CONTRAVENTION OF THIS AGREEMENT, THE ASSERTING PARTY SHALL BE LIABLE FOR THE EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES) INCURRED BY THE OTHER PARTY OR PARTIES IN DEFENDING AGAINST ANY SUCH ACTION. YOU ACKNOWLEDGE THAT THIS RELEASE WAS NEGOTIATED BY AND BETWEEN THE PARTIES TO THIS AGREEMENT, AND THAT BY YOUR INITIALS ABOVE, AND/OR BY USING THE CLUB, YOU AGREE TO TAKE MEMBER'S MEMBERSHIP OR USE THE FACILITY SUBJECT TO THIS RELEASE, AND THAT OTHERWISE MEMBER'S MEMBERSHIP FEES WOULD BE SUBSTANTIALLY HIGHER.

**COMPLETE AGREEMENT AND SEVERABILITY:** This Contract, along with the Rules and Regulations and any Personal Training Agreement, comprises the entire agreement pertaining to membership and no other agreement of any kind, verbal understanding or promise whatsoever will be recognized or binding on the Club. No agent or representative of Club is authorized to alter or change the language or content of this Agreement. If any part this Agreement is declared unenforceable, the remaining provisions of the Agreement shall not be affected and shall continue in full force. Club has made no express or implied warranties or representations other than those expressly set forth in this Agreement to include Buyer to enter into this Agreement.

**SIGNERS OF AGREEMENT:** If there is more than one person signing this contract, each of you is individually responsible to fully perform all obligations under this Contract and are accepting the terms of the Contract immediately upon execution of the contract. Each person signing this Contract represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. It is your responsibility to know whether this Contract is in default or that payments have been missed. We are not responsible for notifying you of late payments or any default proceedings.

(1) "NOTICE TO PURCHASER: DO NOT SIGN THIS CONTRACT UNTIL YOU READ IT OR IF IT CONTAINS BLANK SPACES."

(2) "IF YOU DECIDE YOU DO NOT WISH TO REMAIN A MEMBER OF THIS HEALTH SPA, YOU MAY CANCEL THIS CONTRACT BY MAILING TO THE HEALTH SPA BY MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DAY YOU SIGN THIS CONTRACT A NOTICE STATING YOUR DESIRE TO CANCEL THIS CONTRACT. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO THE FOLLOWING ADDRESS: (3915 Riga Blvd, Tampa, FL 33619)."

(3) "IF THE HEALTH SPA GOES OUT OF BUSINESS AND DOES NOT PROVIDE FACILITIES WITHIN 10 MILES OF THE FACILITY IN WHICH YOU ARE ENROLLED OR IF THE HEALTH SPA MOVES MORE THAN 10 MILES FROM THE FACILITY IN WHICH YOU ARE ENROLLED, YOU MAY:

(A) CANCEL THIS CONTRACT BY MAILING BY CERTIFIED MAIL A WRITTEN NOTICE STATING YOUR DESIRE TO CANCEL THIS CONTRACT, ACCOMPANIED BY PROOF OF PAYMENT ON THE CONTRACT TO THE HEALTH SPA AT THE FOLLOWING ADDRESS: (3915 Riga Blvd, Tampa, FL 33619); AND

(B) FILE A CLAIM FOR A REFUND OF YOUR UNUSED MEMBERSHIP FEES AGAINST THE BOND OR OTHER SECURITY POSTED BY THE HEALTH SPA

WITH THE TEXAS SECRETARY OF STATE TO MAKE A CLAIM AGAINST THE SECURITY PROVIDE A COPY OF YOUR CONTRACT TOGETHER WITH PROOF OF PAYMENTS MADE ON THE CONTRACT TO THE TEXAS SECRETARY OF STATE. THE REQUIRED CLAIM INFORMATION MUST BE RECEIVED BY THE SECRETARY OF STATE NOT LATER THAN THE 90TH DAY AFTER THE DATE NOTICE OF THE CLOSURE OR RELOCATION IS FIRST POSTED ON THE SECRETARY OF STATE'S INTERNET WEBSITE."

(4) "IF YOU DIE OR BECOME TOTALLY AND PERMANENTLY DISABLED AFTER THE DATE THIS CONTRACT TAKES EFFECT, YOU OR YOUR ESTATE MAY CANCEL THIS CONTRACT AND RECEIVE A PARTIAL REFUND OF YOUR UNUSED MEMBERSHIP FEE BY MAILING A NOTICE TO THE HEALTH SPA STATING YOUR DESIRE TO CANCEL THIS CONTRACT. THE HEALTH SPA MAY REQUIRE PROOF OF DISABILITY OR DEATH. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO THE FOLLOWING ADDRESS: (3915 Riga Blvd, Tampa, FL 33619)."

**DUES, FEES, AND CHARGES; PAYMENT AUTHORIZATION.** Buyer (individually and as agent or guardian of member) hereby authorizes Club and/or its agents to make periodic charges to or withdrawals from the account used to pay the initial payment described above or the account designated below or replacement hereafter for payment of any sums due Club and/or its agents' facilities or services (the "EFT"), as follows. Buyer waives the right to receive prior notice for charges or withdrawals made with respect to any uncollected monthly dues, payments or portions of the balance due described on this Agreement and the corresponding service charges. Any service charges incurred by either party during an electronic funds transfer are the sole responsibility of the buyer. Buyer understands that the buyer is in full control of buyer's payment and that this EFT authorization will remain in effect until Club and/ or its agents receive written notice via certified mail of termination of this Agreement as allowed by this Agreement and has a reasonable opportunity to act on that notice. If you decide to change your billing information, a five (5) day notice is required. Such notification will not otherwise affect this Agreement and buyer's obligation herein. Buyer understands that cancellation of EFT authorization in no way relieves the obligation to fulfill the terms and payments of this Agreement. If you provide us with more than one method of payment, you authorize us to charge any amounts you may owe us including, but not limited to, any membership related obligations, retail transactions, and/or online purchases to any form of payment which you have provided us until such time as you revoke your authorization for that method of payment by written notification delivered to the club in person or preferably via certified mail to the address listed above. As a service to members to provide a credit or debit card as a form of payment we reserve the right to Bill expired credit or debit cards and or obtain new expiration dates from card issuers who make these dates available until the member has cancelled in accordance with this Agreement or revoke their authorization to bill with their financial institution. You, as the member or Buyer, understand that by executing this Agreement, you will be responsible for payment of all amounts due under this Agreement, regardless of whether you use any club facility. The Club reserves the right to change Dues, Fees and Charges at any time at its discretion including, without limitation, increasing the Dues, Fees and Charges. Except as otherwise provided below, all changes will be posted at the front desk of the Club and will take effect 30 days after the date on which they are posted. You agree to pay any Dues, Fees and Charges by credit card or electronic funds transfer (ACH/EFT) from your designated checking account, savings account or debit card account ("Designated Account"). In addition, you agree to pay the following fees as applicable: annual fees, recurring dues and taxes. You agree to pay in advance recurring dues and related taxes as set forth in this Agreement. The Club may adjust recurring dues after giving you 30 days prior notice of such changes, either by posting such changes, as described above, or by sending you notice by mail. You agree to pay in advance recurring dues and related taxes as set forth in this Agreement. CRFH may adjust recurring dues after giving you 30 days prior notice of such changes, either by posting such changes, as described above, or by sending you notice by mail. We will make a fair effort to notify you at least 30 days in advance notice in writing by posting at the Club or by mailing to the last address (or email address) provided by you. You authorize us to increase any fees from your nominated account in line with this increase, so long as the amount does not exceed fifty dollars (\$50.00) or ten (10) percent of monthly fee.

**ANNUAL FEE:** The annual membership fee is fully earned when received and non-refundable.

**PROCESSING FEE:** A processing fee will be applied to all monthly membership



**ACCOUNT INFORMATION NOTIFICATIONS:** Crunch Fitness, its Affiliates and business partners may contact you via telephone, email, text message or other means from time to time for the purpose of notifying you of issues related to your membership or billing information or for automatic payment processing issues. By providing us with your contact information and signing this agreement, you give your prior express written consent to receive membership and billing-related communications from us or our authorized delegate to the extent permitted by applicable law, including without limitation the Telephone Consumer Protection Act and the Fair Debt Collection Practices Act and billing-related communications from us or our authorized delegate to the extent permitted by applicable law, including without limitation the Telephone Consumer Protection Act and the Fair Debt Collection Practices Act. All notices to Member hereunder will be emailed to the address Member has provided above or to such other address which Member agrees to notify the Club of in writing and in accordance with this paragraph.

**APPLICATION OF PAYMENTS.** Club will apply all payments received in the following order: (a) first, to the installments in the order in which they are scheduled to be paid and (b) second, to any late charges assessed.

**LATE PAYMENTS.** If a payment is received three (3) days or more after the date it is due, you can be charged a late charge of up to \$15.00 per every late payment. A service charge of up to \$30 will be assessed for all rejected checks, rejected EFT transfers, or credit card declines, regardless of reason. Should default occur, as determined by the Club or its assign(s), the entire remaining sum due hereunder shall immediately be due and payable at the option of the owner of this note and shall bear interest at the rate of 18% per annum from the date of default plus all decline and late fees. To the full extent permissible by law, for purposed of collection or any dispute arising hereunder, Member hereby submits to the sole and exclusive jurisdiction of the State of Texas. The debtor waives presentment hereof for payment, protest, and notice of non-payment and of protest. The holder may extend or postpone payment without notice and without discharging the undersigned. Member is in default if (a) Club does not receive an installment payment from Member on or before the date it is due; or (b) Member breaks one of the promises under this Contract; or (c) Member makes any statement or representation in connection with this contract which is false or incorrect in any material respect; or (d) Insolvency actions are begun by or against Member. Insolvency includes situations where Member is unable to pay all their debts as they become due.

**FREEZING Freeze and Cancellation Rules:** Freezing your membership does NOT freeze your annual maintenance fee. Your current Annual Fee will still be applied on the applicable date accordingly to the terms of your membership. Your monthly dues must be current in order to freeze your membership. Frozen memberships will expire 3 months from the effective date. Billing will begin immediately after the expiration of the freeze. No notification will be provided and no refunds will be permitted. 30 Day Cancel Notice: you are responsible for scheduled fees within the next 30 days. Any open balances must be paid prior to cancellation. Any balance due will be sent to collections.

**HOW TO CANCEL; RESTRICTIONS ON CANCELLATION OR ASSIGNMENT.** Member understands that they have signed a membership agreement. Failure to use this membership and utilize programs and facilities does not relieve member of their liability for payment, regardless of circumstances. Membership is absolutely non-transferable, non-assignable, and noncancellable, except as provided in this contract.

1. Members are entitled to the cancellation and refund of the contract if the contracting business location of the health studio goes out of business, or moves its facilities more than five (5) driving miles and fails to provide, within 30 days, a facility of equal quality located within five (5) driving miles at no additional cost to the buyer.
2. A Member's notice of his/her intent to cancel shall be given in writing to the health studio. And that such a notice of cancellation shall also terminate automatically the consumer's obligation to any entity to whom the health studio has subrogated or assigned the consumer's contract. And that if the health studio wishes to enforce such contract after receipt of the notice, it may request the department to determine the sufficiency of the notice.
3. That if the department determines that a refund is due the buyer, the refund shall be an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. The business location of a health studio shall not be deemed

for repair and renovation of the premises:

1. Upon sale, for not more than 14 consecutive days; or
2. During ownership, for not more than seven (7) consecutive days and not more than two (2) periods of seven (7) consecutive days in any calendar year and that a refund will be issued within 30 days after receipt of the notice of cancellation

Member cannot cancel within their first 90 days, after the 90 days you are required to provide a 30-day written notice. The contract may be cancelled if the buyer dies or becomes physically unable to avail himself or herself of a substantial portion of those services which he or she used from the commencement of the contract until the time of disability, with refund of funds paid or accepted in payment of the contract in an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. The buyer or the buyer's estate seeking relief under this paragraph may be required to provide proof of disability or death. A physical disability sufficient to warrant cancellation of the contract by the buyer shall be established if the buyer furnishes to the health studio a certification of such disability by a physician licensed under Chapter 458, 459, 460 or Chapter 461 to the extent the diagnosis or treatment is within the physician's scope of practice. A refund shall be issued within 30 days after receipt of the notice of cancellation. The initial contract will not exceed 12 months and thereafter shall only be renewable annually.

**TRANSFERRING AND ASSIGNMENT OF AGREEMENT:** The Club has the right to transfer the contract to anyone of our choice. If we do so, member's obligations to such transferee or holder will continue in full force. We may sell, assign or transfer our right to receive payment from you to a finance company, bank or other institution. We may assign the benefit of this Agreement and our rights to a third party provided we give you notice and your rights under this Agreement will not be prejudiced. Neither you nor any member may sell, assign or transfer a membership, or any right thereto.

**OUR RIGHTS UPON DEFAULT:** In the event you default on this Agreement, including the violation of any rule then in effect, we may suspend or revoke your membership privileges, or deny access to the Premises until account is brought current. If this Contract is given to an attorney for collection and/or enforcement, Member shall pay reasonable attorney's fees (15% of the amount owed as permitted by law) and court costs allowed by law.

**WAIVER OF RIGHTS:** The Club does not waive our right to have future payments made when due if we accept a late or partial payment or delay the enforcement of our rights on any occasion.

**ACCELERATION OF PAYMENTS.** If Member defaults, Crunch can demand immediate payment of all unpaid installments.

**APPLICABLE LAW:** This Agreement shall be governed by Texas law where the wholly subsidiary of the Club has its principal place of business.

**ARBITRATION:** In the event that there is a dispute, claim, or controversy between you and Crunch (or its affiliates) relating to the rate reservation promotion, your agreement to receive SMS text alerts from Crunch, these Terms & Conditions, or the validity or enforceability of this Arbitration Agreement, whether those claims arise in contract, law, tort, or equity, you agree to submit that dispute, claim, or controversy to binding arbitration in front of one arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The Federal Arbitration Act applies to this provision and the arbitration. Each party shall bear its share of the fees paid for the arbitrator and the administration of the arbitration; however, the arbitrator shall have the power to order one party to pay all or any portion of such fees as a part of a well reasoned decision. This Arbitration Agreement shall not apply to any claims for injunctive relief. THE PARTIES AGREE THE EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY IN AN ARBITRATION AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ARBITRATION PROCEEDING. THE PARTIES UNDERSTAND THAT THEY ARE WAIVING ANY RIGHT TO BRING A CLASS ACTION AND THAT THEY ARE WAIVING A TRIAL BY JURY BY AGREEING TO THIS ARBITRATION AGREEMENT.

**DISPUTE RESOLUTION:** In the unlikely event that Crunch Fitness is unable to resolve a complaint you may have to your satisfaction (or is unable to resolve a dispute with you after attempting to do so informally), we each agree to resolve such disputes through binding arbitration or small claims court rather than a court of general jurisdiction. For simplicity and fairness, arbitration will be conducted on an individual basis in accordance with the American Arbitration Association's rules

for consultation with the Club, with the Club's written consent. By signing this agreement, you acknowledge and agree that you, and Crunch Fitness are each waiving the right to a trial by jury and the right to participate in a class action, either in court or in arbitration. This Dispute Resolution provision shall apply to this contract unless, within thirty (30) days of signing this contract, you notify Crunch Fitness in writing that you reject this provision. Such notification must be made in writing delivered to the club address listed on the first page. Rejection of this provision shall have no effect on the remaining provisions of this contract. Unless controlling legal authority requires otherwise, any award by an arbitrator or a court is limited to actual compensatory damages. Specially, neither an arbitrator nor a court can award either party any indirect, special, incidental, consequential or punitive damages, even if one party told the other party that they might suffer these damages.

**FORCE MAJEURE:** For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Club including but not limited to strikes, lockouts or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, pandemic, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors, (b) the Club shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event, it shall not cease billing if able to provide virtual services or provide for additional time on membership when able to resume services (c) If the Force Majeure Event prevents the Club from providing any of the Services for more than 8 weeks, the Club shall, without limiting its other rights or remedies, have the right to freeze billing or terminate this Contract immediately by giving written notice to the Customer.

**ACCESS TO FACILITY:** In order to gain entry to our facility, you will be required to furnish identification which shall be provided to you upon commencement of your Agreement terms. Membership card must be presented upon admittance to the club, such means of the identification shall be provided through the club. **Limitations on Availability.** It is to be expected that there may be occasional delays, especially during peak hours, in using the fitness equipment or that you may not always be able to attend a preferred exercise classes. The availability of classes and equipment are subject to demand and are available on a first-come-first-serve basis.

**RULES AND REGULATIONS.** Your membership and activities at the Club shall be subject to the additional terms and conditions Club's rules and regulations as posted at the Club including, without limitation, Club's Terms of Use (<https://crunch.com/terms>) and Privacy Policy (<https://crunch.com/privacy>) as posted on its website (<https://crunch.com/>), which you acknowledge were also provided to you to review upon execution of this Agreement. You agree to abide by all Club rules and regulations at all times. The Club shall have the exclusive and unqualified right to make such rules, regulations, and restrictions in the use of all or part of the facility as it may deem necessary and appropriate. These rules shall apply to all members and their guests, visitors and members of their families. This includes, but not limited to, use of appropriate exercise equipment and the wearing of acceptable attire at all times. The Club may make reasonable changes to the membership rules and regulations as well as the Membership Agreement at any time. The Club may provide notice via email, text, telephone or postal mailings, but is not required to beyond a website posting. It is your responsibility to check online at regular intervals for changes to these documents. We may terminate this Agreement and cancel your Membership with immediate effect on notice to you if you breach any of the Gym Membership Rules. In this event you will no longer be able to access any of our facilities and we will not give any refund. Further any violation of this policy may result in legal action as well as forfeiture of any remuneration received by Member or guest for such services. You shall be responsible for damages caused by your careless use of equipment or facilities. Please use a towel and wipe down all equipment after use; all weights must be racked when you are finished using them; weights are not to be dropped; no loud or inappropriate behavior; solicitation without the consent of the Club is prohibited. In the Club's sole discretion, your membership may be revoked or suspended at any time if, in the judgment of Club, (i) you, or your guests, consistently fail to observe the Rules and Regulations; (ii) you have otherwise behaved in a manner contrary to the best interests of the Club or any of Club's members or employees; (iii) you have instituted any type of legal action against the Club or Affiliates, including but not limited to civil actions, arbitrations and/or mediations; and/or (iv) the Club has instituted any type of legal action including, but not limited to civil actions, arbitrations and/or mediations against you.

During club use, all Members and guests will refrain from engaging in loud, foul or

standard of conduct for all members, employees, agents and contractors. Threatening or violent conduct is prohibited. No weapons of any kind are permitted within a Crunch Fitness facility. Members and guests will abide by and fully comply with the Crunch Fitness dress code for proper attire on the club premises, which includes wearing proper swimming attire when using any club pool, spa or sauna. In addition, for safety reasons, clubs may post recommended, but not required, attire. In addition to wearing proper swimwear attire, you must shower before using any club pool or spa. Persons with open wounds may not use a club pool or spa.

In the event Member, or any of Member's family or an invitee of Member, violates any of the terms or provisions of this Agreement or the Club Membership Policies and Club Rules and Regulations, may suspend their right to use the club facilities and the services until such time as Member, or Member's family Members, have abided by and fully complied with the terms and provisions of this Agreement and the Club Membership Policies and Club Rules and Regulations. Member shall not be entitled to any refund, credit or abatement of Membership Dues for the period during which the Membership was suspended. If Member, or Member's family or an invitee of Member, thereafter violates any of the terms and provisions of this Agreement or the Club Membership Policies and Club Rules and Regulations, the Club may terminate Member's Membership and the right to use the Club facilities without reimbursement. The Club also reserves the right to terminate the Membership for any reason whatsoever upon written notice and a refund of the pre-paid Dues, if any. Your Membership plan determines which locations and benefits available to your individual membership, this includes locations and guest benefits. If your membership allows for guest privileges, Your guests are permitted to use the Club facilities, but only pursuant to such rules, regulations, fees, and schedules for guest use as then may be in effect. The Club reserves the right to limit the number of times any one guest can use a Club and reserves the right to exclude any of your guests whose use of any facility, in the sole opinion of the Club, would be detrimental to Club or any of its members or employees. All guests must complete a Guest Registration Form at the front desk with valid identification, and must be with an accompanied by the member at all times. All guests must sign a liability waiver prior to using a club's facilities and follow all rules and regulations. All guests must prove that they are at least 18 years of age or older or are at least 13 years of age and accompanied by a parent or legal guardian. All guests using any guest pass issued by the Club may only do so one time during any six month period, are subject to the terms of the guest pass, and must schedule a brief tour of the club during the term of the guest pass. Guest fees are subject to change without notice. The Club may restrict the number of guests brought by a Member and reserves the right to discontinue guest privileges in its sole and absolute discretion.

**INVALID PROVISION:** If any part of this contract is found to be invalid or unenforceable, the remainder of the Contract will be valid and enforceable.

**LOST EVIDENCE OF MEMBERSHIP:** You will be provided with a copy of your membership Agreement as well as a membership card upon commencement. If you require a replacement there may be a \$5 fee (plus applicable tax).

**VALUABLE AND PERSONAL PROPERTY:** We urge you not to bring valuables into the club. We shall not be responsible for any lost, theft or damage to the personal property brought into the club, whether member, guest or other individual. You agree that you shall hold us harmless for any such loss.

**WARNING:** Use of steroids to increase strength or growth can cause heart problems. Steroids can keep teenagers from growing to their full height; they can also cause heart disease, stroke and damage liver function. Men and women using steroids may develop fertility problems, personality changes and acne. Men can also experience premature balding and development of breast tissue. These health hazards are in addition to civil and criminal penalties for unauthorized sale, use or exchange of anabolic steroids, or any other illegal substance, at any Crunch Club. You have been informed and acknowledge that the Club has made no claims as to medical results that can or may be obtained through use of any Crunch Club. The Club has neither suggested nor will it suggest any medical treatment to any of its members; only licensed medical professionals are qualified to give medical advice. You are instructed not to act on the advice given by any Club employee, unless such advice has been verified by your licensed professional physician. Further, you acknowledge that the Club makes no claims regarding nutritional counseling supplements. You represent that there is no medical or physical condition that would preclude the use of Club facilities, and you further represent that you have not been instructed by any physician not to use facility, or any similar facility.



**PHOTOGRAPHY AND VIDEO:** Professional photography and videography on the premises is not allowed without the advance written approval of the Club's Legal Department and execution of appropriate release/consent forms. Personal photography (i.e., "selfies" and photos posted to social media sites) is allowed in public areas of the club only. You must have consent to photograph any other member, guest or team member. No photography or cameras of any kind are allowed in any locker room, rest room, sauna/steam room, or in the childcare center. The Club allows certain team members to take images of members and guests for social media purposes, including participants in group fitness and team training classes. If you do not wish to have images taken by the Club staff please let the team member know, so that you can opt out. By your continued use of the Club's premises and services, including participation in the class, you irrevocably consent to and grant Crunch the exclusive, worldwide, perpetual, royalty-free and otherwise unlimited right to use, copy, modify, distribute, publicly display and perform, publish, transmit, remove, retain, and repurpose the images for any purpose in any media or form of communication, without additional consent and without compensation, including but not limited to the Club's commercial and promotional use on its corporate or employee social media sites.

THE CLUB IS THE OWNER OF THIS FACILITY AND FITNESS CENTER OPERATION AND HAS BEEN LICENSED BY AN AFFILIATE OF CRUNCH, LLC TO USE THE CRUNCH FITNESS MARKS IN CONNECTION WITH ITS OPERATION. NEITHER CRUNCH, LLC NOR ANY RELATED ENTITY IS THE OWNER OF THIS CRUNCH FACILITY AND FITNESS CENTER OPERATION. NEITHER CRUNCH, LLC NOR ANY RELATED ENTITY IS CONTRACTUALLY OR OTHERWISE LIABLE TO YOU AS THE CLUB IS SOLELY LIABLE FOR THE DEBTS AND OBLIGATIONS OF THIS FACILITY AND FITNESS CENTER OPERATION.

**E-SIGN CONSENT:** Certain laws and regulations may require Club and/or ABC Fitness Solutions, LLC to provide Member with written notices and disclosures on paper. With Member's consent, this information may be provided to Member electronically. Member's consent hereto shall apply to each and every disclosure, notice, agreement, statement, term and condition, and any other information (collectively, the "Documents") that the Club and/or ABC Fitness Solutions, LLC may provide Member. Member's consent to receive the Documents electronically shall continue until expressly withdrawn by Member. Notwithstanding, Member may request a paper copy of all electronic Documents by contacting the Club and/or ABC Fitness Solutions, LLC, and requesting a paper copy. Member may withdraw its consent at any time by notifying the customer service department of the Club and/or ABC Fitness Solutions, LLC. Upon withdrawing consent, Member shall no longer receive the Documents electronically. Member acknowledges that withdrawing consent may result in additional fees for Member's receipt of the Documents. Member agrees to maintain a valid email address with Club and/or ABC Fitness Solutions, LLC, and to promptly notify Club and/or ABC Fitness Solutions, LLC of any changes to Member's email address. If Member has provided another type of electronic contact information, such as a phone number, then Member may change that contact information by contacting the customer service department of Club and/or ABC Fitness Solutions, LLC. To access, view and receive the Documents electronically, Member agrees and acknowledges that they must have: (i) a computer, mobile device, tablet or smartphone, (ii) a version of internet browser software that is up-to-date and supported by Member's electronic device, (iii) an internet connection, (iv) software that is capable of accurately reading and displaying electronic PDF files, (v) a computer or electronic device operating system capable of supporting the items above, and (vi) a printer or electronic storage device if Member desires to print any electronic Documents. Member acknowledges that they may also need a certain brand or device that can support applications intended for Member's electronic mobile devices, tablets, and smartphones. In the event the required software or hardware is modified in such a way that would create a material risk to Member to access the Documents electronically, then Club and/or ABC Fitness Solutions, LLC will notify Member following such material modification. By accepting the terms of this Agreement, Member does hereby agree to the terms and conditions of this paragraph and consents to the same. Member does also confirm that Member has the software and hardware described above, that Member has the means necessary to access, view, and receive the Documents electronically, and that Member has provided a valid and active email address to Club and/or ABC Fitness Solutions, LLC.

**CONTACT:** Member affirms, acknowledges, and attests that Member's mailing address, telephone number, cellular telephone number, and e-mail address provided on the face of this agreement are accurate and were provided by Member voluntarily. Subject to applicable law, Member agrees that Crunch and ABC Fitness Solutions,

including its agents, affiliates, vendors, filers, and debt collection agencies or attorneys, may contact Member at any mailing address telephone number, cellular telephone number, or e-mail address set forth on the face of this agreement, or subsequently provided by Member to Crunch and/or ABC Fitness Solutions, LLC. There are certain email and SMS communications which it is necessary for us to send to all members, in connection with their Membership. In order to do so we will process your personal data for the purposes of performing our contractual obligations to you under the terms of your Membership. You cannot opt out of these communications. You may opt out of email and SMS communications that we may otherwise send for promotional or marketing purposes, but if you do we cannot be held responsible for any loss incurred by you not receiving gym-related communications. All processing of your personal data will be in accordance with our Privacy, CCTV & Cookie policy.

**PERSONAL TRAINING SERVICES:** Personal Training Services must be purchased from Crunch Certified Personal Trainers only. Payments made directly to trainers is strictly forbidden. Independent trainers are not authorized to provide Personal Training services to members. Any attempt to do so will result in membership revocation of both the trainer and the member.

**TANNING.** Please be aware of the following risks associated with tanning: (a) Not wearing your own eye protection or eye protection made available to you by the tanning facility while using a tanning device may cause damage to the eyes;(b) Overexposure to the ultraviolet radiation produced by the tanning devices used in the tanning facility causes burns; (c) Repeated exposure to the ultraviolet radiation produced by the tanning devices used in the tanning facility may cause premature aging of the skin or skin cancer, or both; (d) Abnormal skin sensitivity to ultraviolet radiation or burning may be caused by certain foods, cosmetics, and medication. The medication includes, but is not limited to, all of the following: (i) tranquilizers, (ii) diuretics, (iii) antibiotics, (iv) high blood pressure medication, and (v) birth control medication;(e) An individual who is taking a prescription drug or over-the-counter drug should consult a physician before using a tanning device; (f) An individual that suffers an injury while using a tanning device at a tanning facility must report the injury to the owner or operator of the tanning facility; (g) Any skin-related treatment involving microdermabrasion, including, but not limited to, facials, waxing, or skin peels, may cause abnormal sensitivity to ultraviolet radiation. You will be required to review this disclosure and sign and acknowledgement of having read this disclosure at least once each year. You agree to abide by all such tanning restrictions.

#### **Additional Terms**

1. **HOURS OF OPERATION.** Operating schedules will be subject to change from time to time, according to periodic postings at the club. The club may be closed on Sundays and Holidays.
2. **SIGNING IN I MEMBERSHIP CARD.** All members upon entering the club are required to sign in at the main counter, print their names, and show their membership cards, Members may be required to furnish other suitable identification as requested by club personnel in order to gain entrance. In the event that a member claims their membership card has been lost, stolen or destroyed, club may require an affidavit setting forth the relevant circumstances and payment of a service fee before issuing a replacement card, which service fee shall be subject to change by Club.
3. **GUEST PRIVILEGES.** Members are invited to bring or send their friends to the club for a facility tour and membership evaluation. Each member, subject to their membership type, may bring one (1) guest (local resident) per 24 hour period. This guest will be required to register at the desk and be under the complete supervision and guidance of an instructor. Each guest is required to provide identification that will be submitted at the front desk before usage in the facility. Each guest will only be permitted to use the Base membership privileges provided at the facility. Club reserves the right to charge a guest fee out of town visitors, which shall be subject to change from time to time.
4. **EXERCISE CLOTHING.** Proper gym attire is required. No other type of clothing will be permitted without specific approval from the club manager. No swimsuits will be allowed in the exercise area. Swimsuits shall be worn at all times in the sauna-sunrooms. Always wear aquatic shoes for walking in shower area. Management has the right to deny usage for any inappropriate article of clothing.
5. **INSTRUCTION.** All courses are outlined and taught during a member's visits to the club. Any variation from prescribed programs will be taken at member's own risk. Member agrees to follow an exact regulated and prescribed course without supervision.
6. **TIME USE OF EQUIPMENT.** Member agrees to follow designated time use of all machines exactly as prescribed. Maximum time use will be allowed on certain speci-



7. EQUIPMENT MALFUNCTIONS. Member understands that equipment may, from time to time, be out of order. When special factory parts must be ordered, some units may be out of order for several weeks. When this occurs, the member agrees to follow a regulated substitute program.

8. SAFETY REGULATIONS. Member will not start a machine or other device until in position and will follow the exercise routine exactly as pre-scribed.

9. UNAVAILABILITY OF FACILITY OR SERVICES. There shall be no right of abatement of the running of the specified term of membership for any reason whatsoever. Failure to attend and use the facility will not relieve members of any liability for payments and amounts due. Should the facilities or all of the services no longer be available at the location at which member enrolls for any reason including, but not limited to, fire, condemnation, loss, of lease, act of God, catastrophe, or for any other reason, the club will have the right, at its option, to extend the membership for a period of time equal to the time of such unavailability, or at the club's option, member may be transferred to another "similar health club facility" within the same metropolitan area.

10. NO CHILDREN ALLOWED. No children under the age of 14 will be allowed in the exercise areas.

11. COMPLIANCE WITH RULES AND CONDUCT OF MEMBER. Member agrees to be subject to the control and guidance of the club staff while on the premises and will follow instruction of club personnel. Member agrees to conduct themselves in a quiet, well-mannered fashion while on the premises and reserve all criticism of any major kind about other club members, guests, or club personnel until in a private office with the club manager. Member agrees to obey all rules and conditions of membership contained in this contract or in the future as prescribed by the club. The club reserves the right to revoke or terminate the membership if the member fails to keep and obey any of the rules or conditions.

12. DAMAGE TO FACILITIES. Member agrees to pay an extra charge for damage arising from any careless use of equipment, dropping of weights, etc. caused by member.

13. PERSONAL PROPERTY. Member must bring a lock to protect valuables. The club, the corporation owning the club, and the agents and employees of both shall not be responsible for damaged, lost or stolen articles of clothing or any personal property of any member. All locks are to be removed daily, otherwise they will be cut off.

14. AMENDING OF RULES. The club reserves the right to amend or add to these rules and conditions and to adopt new rules and conditions as it may deem necessary for the proper management of the club.

15. WARRANTIES. Member agrees that no warranties, representations, or agreements of merchantability, fitness for a particular purpose, or otherwise, express or implied, were made to member except those written herein or in writing.

16. FACILITIES INCLUDED. This membership includes use of all facilities of the club location where enrolled, excluding massage, soap, and towels. Club may, from time to time, allow member to use other clubs related by ownership, but shall not be contractually obligated to do so, nor continue to do so even though such privilege shall be extended to member on one or more occasions. Towels and soap are to be furnished by each member for their own use. The club reserves the right to add massage, soap, towels, tanning, personal training, group training, or other services in the future and charge a reasonable amount for such service or amenities.

17. BABYSITTING. Club may provide, at its sole discretion, babysitting services from time to time. Said services, if provided, are not to be viewed as part of member's contractual privileges. Said services may be entirely discontinued at the option of the club and hours, limitations, conditions, and terms of operation may be established or amended at the sole discretion of the club. Club may charge for such service and may change the amount of such charge, from time to time at its sole discretion. This service is strictly for member's children. Minimum age of children is 6 months. This service is available to all members for a fee.

18. PROGRAMS AND SERVICES. Member acknowledges that member is purchasing a membership in a physical fitness facility. Club may provide, at its sole discretion, programs (such as dance exercise programs), facilities, services or equipment incidental or related to physical fitness. Club shall not be required to continue any particular programs, facilities, services or equipment as part of its contractual obligations hereunder and may discontinue, change, or modify the same in its sole and absolute discretion, without recourse by member.

19. ATTENTION PURCHASER. It is our experience that at various times during the

24. For example, if you join mid-July or mid-August, attendance will be low. As a result of these variations between different times of the year, and possibly different times of the day, there may be increased attendance. You may consider the Club to be overcrowded at these times, which may be different from that which you observed at the time this Contract was executed. At peak times, you may have to wait for the use of equipment or other facilities. Such increased attendance may cause more delays in your exercising routine than that which you encountered at other times. Although these delays may, in fact, never occur, we deem it our responsibility to make you aware of this possibility so that you may make a fully informed purchasing decision when this contract is executed.

20. CHECK/ACH/CREDIT CARD PROCESSING POLICY. In the event that any form of payment is returned unpaid for any reason, we may present your payment electronically. In the ordinary course of business, your check will not be provided to you with your bank statement, any payment submission would have to be provided by your banking institution. Additionally, we may electronically assess up to a \$35.00 fee against your account. These fees can be adjusted based on the state restrictions of this fee.

21. CLUB ANNUAL FEE. The club reserves the right to charge an annual fee. This is to be paid on the agreed upon day of the month per the contract per year as long as the membership is in effect. If there is no date provided, then this fee will be assessed approximately 30-60 days from the original club opening date. The club reserves the right to increase this fee at their discretion.

22. RIGHT TO TERMINATE OR CHANGE SERVICES, RATES, AND FACILITIES. It is agreed that all regulations, policies, services, hours, rates, monthly dues and fee for additional services such as Personal Training, are subject to change without notice at the sole discretion of Crunch and its employees. Except as otherwise provided herein, any such change does not release member from any obligation under this agreement.

23. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS Parties, their respective administrators, directors, agents, officers, volunteers and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the activity takes place (each considered one of the "Releasees") from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by any person for any reason or otherwise, including negligent rescue operations and further agree that if, despite this release, I, or anyone on my behalf makes a claim against any of the Releasees named above. I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE OR COSTS ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

24. CONTRACT. Member affirms, acknowledges and attests that Member's mailing address, telephone number, and e-mail address provided on the face of this agreement are accurate and were provided by Member voluntarily. Crunch Fitness, including its agents and affiliates, and ABC Fitness Solutions, LLC may contact you via telephone, email, text message or other means from time to time for purpose of notifying you of issues related to your membership or billing information or for automatic payment processing issues. By providing us with your contact information and signing this agreement, you give your prior express written consent to receive membership and billing-related communications from us or our authorized delegate to the extent permitted by applicable law, including without limitation the Telephone Consumer Protection Act and the Fair Debt Collection Practices Act.